Coastal International Security, Inc. *and* National Association of Special Police and Security Officers.
Case 05–CA–193900

May 10, 2018

DECISION AND ORDER

BY MEMBERS PEARCE, KAPLAN, AND EMANUEL

The General Counsel seeks a default judgment in this case pursuant to the terms of an informal settlement agreement. A charge was filed by the National Association of Special Police and Security Officers (the Charging Party or Union) on February 28, 2017, against Coastal International Security, Inc. (the Respondent), alleging that the Respondent violated Section 8(a)(5) and (1) of the Act.

Subsequently, the Respondent executed an informal settlement agreement, which was approved by the Regional Director for Region 5 on July 18, 2017. The settlement agreement required, inter alia, that the Respondent (1) provide the Union with information requested by the Union on January 9, 2017, regarding unit employees' vacation and sick leave balances and payouts; (2) post a Notice to Employees (notice) in prominent places, including all places where notices to employees are customarily posted, at its worksite at the Silver Spring Metro Center, located at 1335 East West Highway, Silver Spring, Maryland, and keep the notice posted for 60 consecutive days from the date of the initial posting; and (3) post the notice on its intranet in a location where the Respondent normally posts notices to employees and keep it continuously posted there for 60 consecutive days from the date of the initial posting.

The settlement agreement also contained the following provision:

> The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon the Charged Party at the last address provided to the General Counsel.

By letter dated July 19, 2017, the Compliance Officer for Region 5 (the Compliance Officer) sent the Respondent's counsel a copy of the approved settlement agreement and a cover letter soliciting compliance with the terms of the settlement agreement.

By letter dated August 16, 2017, the Regional Director notified the Respondent's counsel that the Respondent had failed to comply with the terms of the settlement agreement and that the Respondent must comply and provide evidence of its compliance within 14 days, or the Regional Director would institute default proceedings against the Respondent. The Respondent failed to comply.

Accordingly, pursuant to the terms of the noncompliance provisions of the settlement agreement, the Regional Director issued a complaint on September 7, 2017. On October 19, 2017, the General Counsel filed a Motion for Default Judgment with the Board. On October 23, 2017, the Board issued an Order Transferring the Proceeding to the Board and Notice to Show Cause why the motion should not be granted. The Respondent filed no response. The allegations in the motion are therefore undisputed.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

Ruling on Motion for Default Judgment

According to the uncontroverted allegations in the motion for default judgment, the Respondent has failed to

comply with the terms of the settlement agreement by failing to furnish certain of the requested information[1] and by failing to post official Board notices and return the certification of posting. Consequently, pursuant to the noncompliance provisions of the settlement agreement set forth above, we find that all of the allegations in the complaint are true.[2] Accordingly, we grant the General Counsel's Motion for Default Judgment.

FINDINGS OF FACT

I. JURISDICTION

At all material times, the Respondent has been a corporation with an office and place of business in Upper Marlboro, Maryland, and has been engaged in the business of providing security services to private and government entities, including the General Services Administration facility known as Silver Spring Metro Center One (Metro Center One), presently located at 1335 East West Highway, Silver Spring, Maryland.

About August 15, 2016, the Respondent took over the security services previously provided at Metro Center One by Frontline Security Services, LLC (Frontline). Since then, the Respondent has continued to operate the business of Frontline at Metro Center One in basically unchanged form and has employed as a majority of its employees individuals who were previously employees of Frontline at Metro Center One. Based on these operations, the Respondent has continued to be the employing entity of, and is a successor to, Frontline.

During the 12-month period ending August 31, 2017, the Respondent performed services valued in excess of $50,000 in states other than the State of Maryland.

We find that the Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

We find that the Charging Party is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

At all material times, Allen Patterson held the position of the Respondent's Supervisor and has been a supervisor of the Respondent within the meaning of Section 2(11) of the Act and an agent of the Respondent within the meaning of Section 2(13) of the Act.

At all times since about August 15, 2016, to about September 1, 2017, Sean Engelin held the position of the Respondent's Director of Labor Relations and was a supervisor of the Respondent within the meaning of Section 2(11) of the Act and an agent of the Respondent within the meaning of Section 2(13) of the Act.

The following employees of the Respondent constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

> All regular full-time and regular part-time security officers and lead officers employed by Respondent at its worksite at Metro Center One; but excluding temporary personnel, office clericals, managerial personnel, project managers, supervisors, and persons enrolled in or participating in pre-assignment training programs offered by Respondent.

From about February 1, 2015 until about August 15, 2016, the Charging Party had been the exclusive collective-bargaining representative of the unit employed by Frontline and, during that time, the Charging Party had been recognized as such representative by Frontline. This recognition was embodied in a collective-bargaining agreement executed May 24, 2016, and effective June 1, 2016.

From about February 1, 2015, to about August 15, 2016, based on Section 9(a) of the Act, the Charging Party had been the exclusive collective-bargaining representative of the unit employed by Frontline.

At all times since about August 15, 2016, based on Section 9(a) of the Act, the Charging Party has been the exclusive collective-bargaining representative of the Respondent's employees in the unit.

Since about January 9, 2017, the Charging Party has requested, in writing, that the Respondent furnish the Charging Party with the following information:

> (1) a copy of the Respondent's letter to employees in the unit indicating how employees would be paid out for their vacation and sick leave between August 18 and September 10, 2016;
>
> (2) a spreadsheet outlining the pro-rated vacation and sick leave case pay-out for each employee and how the Respondent determined the amounts;

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[1] The settlement agreement requires the Respondent to provide the Union with information it requested on January 9, 2017, including:

- letter from August or September 2016, indicating how Protective Security Officers (PSOs) would be paid out for vacation and sick leave balances accruing from August 18 through September 10, 2016;
- spreadsheet outlining the pro-rated vacation and sick leave case pay-out for each PSO and how the amounts were determined;
- all beginning vacation and sick leave balances, per each PSO, prior to the pro-rated payout; and
- any remaining vacation and sick leave balances, per each PSO, after the pro-rated payout.

On September 21, 2017, the Respondent provided the first two items of information requested, but to date has failed to provide the latter two.

[2] See *U-Bee, Ltd.*, 315 NLRB 667 (1994).

(3) all beginning leave balances prior to the pro-rated payout; and

(4) any remaining leave balances after the pro-rated payout.

The information requested by the Charging Party, as described above, is necessary for, and relevant to, the Charging Party's performance of its duties as the exclusive collective-bargaining representative of the unit.

Since about January 9, 2017, the Respondent has failed and refused to furnish the Charging Party with the information requested by it as described above.

Since about January 9, 2017, and continuing to present, the Respondent has unreasonably delayed in furnishing the Charging Party with information requested by it as described above.

CONCLUSION OF LAW

By the conduct described above, the Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(5) and (1) of the Act. The Respondent's unfair labor practices described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, having found that the Respondent has violated Section 8(a)(5) and (1) of the Act by failing and refusing to furnish the Charging Party with information it requested, we shall order the Respondent to furnish the Charging Party with the information it requested on January 9, 2017, to the extent it has not already done so. [3]

ORDER

The National Labor Relations Board orders that the Respondent, Coastal International Security, Inc., Upper Marlboro, Maryland, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to bargain collectively with National Association of Special Police and Security Officers (the Union) by failing and refusing to furnish it with requested information that is relevant and necessary to the Union's performance of its function as the collective-bargaining representative of the Respondent's unit employees.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) To the extent it has not already done so, furnish to the Union in a timely manner the information requested by the Union on January 9, 2017.

(b) Within 14 days after service by the Region, post at its Silver Spring, Maryland facility a copy of the attached notice marked "Appendix."[4] Copies of the notice, on forms provided by the Regional Director for Region 5, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since January 9, 2017.

(c) Within 21 days after service by the Region, file with the Regional Director for Region 5 a sworn certification of a responsible official on a form provided by the Region attesting to the steps the Respondent has taken to comply.

Dated, Washington, D.C. May 10, 2018

Mark Gaston Pearce, Member

Marvin E. Kaplan, Member

William J. Emanuel, Member

[3] As recognized in fn. 1, above, the Respondent has partially complied with the information requests by furnishing two of the requested items.

[4] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

(SEAL) NATIONAL LABOR RELATIONS BOARD

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT refuse to bargain collectively with National Association of Special Police and Security Officers (the Union) by failing and refusing to furnish the Union with requested information that is relevant and necessary to its performance of its functions as the collective-bargaining representative of our unit employees.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL furnish to the Union in a timely manner the information it requested on January 9, 2017, to the extent we have not already done so.

COASTAL INTERNATIONAL SECURITY, INC.

The Board's decision can be found at www.nlrb.gov/case/05-CA-193900 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273–1940.